




**LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER**

Service Contract - GE Imaging Equipment

ITB#002473

Thursday, July 22nd, 2021 @ 2:00pm central

Invitation to Bid

LSUHSC New Orleans				BIDS WILL BE PUBLICLY OPENED: July 22, 2021 02:00 PM	
VENDOR NO. : SOLICITATION : 002473 OPENING DATE : 07/22/2021		Return Sealed Bid to: Purchasing Department 433 Bolivar St New Orleans LA 70112		BUYER : Defourneaux, Patrick M BUYER PHONE : 504/568-2947 DATE ISSUED : 07/08/2021 REQ. NO : FISCAL YEAR : 0	
Service Contract GE Equipment					
To be Completed by Vendor:					
BUSINESS NAME _____					
ADDRESS _____					
TAX ID NUMBER _____					
<p>_____ % CASH DISCOUNT FOR PROMPT PAYMENT IF MADE WITHIN THIRTY 30 DAYS. CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS. ON INDEFINITE QUANTITY TERM CONTRACTS, CASH DISCOUNTS WILL BE ACCEPTED AND TAKEN BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS.</p>					
INSTRUCTION TO BIDDERS					
1. READ THE ENTIRE BID (INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS).					
DIVERSE SUPPLIER					
(A) SUPPLIER UNDERSTANDS THAT LSU, AS THE STATE'S FLAGSHIP UNIVERSITY, HAS AN INTEREST IN PROVIDING ENTREPRENEURIAL OPPORTUNITIES TO DIVERSITY-OWNED BUSINESSES. THE UNIVERSITY IS DEDICATED TO PROMOTING THE GROWTH AND DEVELOPMENT OF MINORITY, WOMEN, AND SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES ("DIVERSE BUSINESSES") BY PROVIDING OPPORTUNITIES TO PARTICIPATE IN UNIVERSITY CONTRACTS.					
(B) IN SUPPORT OF THIS COMMITMENT, THE SUPPLIER SHALL USE GOOD FAITH AND BEST EFFORTS TO PROVIDE OPPORTUNITIES TO DIVERSE BUSINESSES THAT ARE EITHER CERTIFIED BY THE STATE OR ANOTHER CERTIFYING AGENCY IN A DIVERSE CATEGORY, AS A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT.					
(C) IF APPLICABLE, SUPPLIER SHALL PROVIDE LSU WITH A LIST OF DIVERSITY-OWNED BUSINESSES DURING EACH CONTRACT YEAR, THE LIST OF BUSINESSES SHOULD IDENTIFY:					
(1) THE NAME OF THE BUSINESS;					
(2) ITS PRINCIPAL OFFICE OR ADDRESS;					
(3) THE OWNER(S); AND					
(4) THE SERVICES OR GOODS THAT IT MAY PROVIDE OR SUPPLY AND THE VALUE OF THE GOODS OR SERVICES PROCURED FROM THE BUSINESSES INCLUDED ON SUPPLIER'S LIST.					
(D) TO THE EXTENT THAT ANY FEDERAL OR STATE LAW, RULE, OR REGULATION WOULD REQUIRE THAT THIS SECTION BE MODIFIED OR VOIDED, THE PARTIES AGREE THAT SUCH PROVISION CAN BE AMENDED OR SEVERED FROM THE AGREEMENT WITHOUT AFFECTING ANY OF THE OTHER TERMS OF THE AGREEMENT.					
2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.					
3. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (See No.9).					
VENDOR PHONE NUMBER:		TITLE		DATE	
FAX NUMBER:					
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)		

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4. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF A PROPERLY EXECUTED INVOICE THAT IS APPROVED BY LSUHSC OR DELIVERY, WHICHEVER IS LATER.

5. DESIRED DELIVERY: 10 DAYS AFTER RECEIPT OF ORDER, UNLESS SPECIFIED ELSEWHERE.

6. TO ASSURE CONSIDERATION OF YOUR BID, SEE HEADER FOR RETURN INSTRUCTIONS. ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE AND CLEARLY ENDORSED WITH THE BID OPENING DATE, BID OPENING TIME, BID NUMBER, AND BID TITLE. ALL REQUEST FOR QUOTATIONS AND ADDENDA SHOULD BE SUBMITTED VIA FAX, EMAIL OR PLACED IN AN ENVELOPE AND DELIVERED.

7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.

PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:

IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR \$100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.

8. IMPORTANT:

BY SIGNING THIS BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.

9. SIGNATURE AUTHORITY:

SUBMIT EVIDENCE WITH THE BID OR UPON REQUEST

R.S. 39:1594 (C) (4) EVIDENCE OF AGENCY, CORPORATE, OR PARTNERSHIP AUTHORITY SHALL BE REQUIRED FOR SUBMISSION OF A BID TO PURCHASING AGENCIES OF THE STATE OF LOUISIANA.

THE AUTHORITY OF THE SIGNATURE OF THE PERSON SUBMITTING THE BID SHALL BE DEEMED SUFFICIENT AND ACCEPTABLE IF ANY OF THE FOLLOWING CONDITIONS ARE MET:

(A) THE SIGNATURE ON THE BID IS THAT OF ANY CORPORATE OFFICER LISTED ON THE MOST CURRENT ANNUAL REPORT ON FILE WITH THE SECRETARY OF STATE, OR THE SIGNATURE ON THE BID IS THAT OF ANY MEMBER OF A PARTNERSHIP OR PARTNERSHIP IN COMMENDAM LISTED IN THE MOST CURRENT PARTNERSHIP RECORDS ON FILE WITH THE SECRETARY OF STATE.

(B) THE SIGNATURE ON THE BID IS THAT OF AN AUTHORIZED REPRESENTATIVE OF THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY AND THE BIDDER SUBMITS OR PROVIDES UPON REQUEST A CORPORATE RESOLUTION, CERTIFICATION AS TO THE CORPORATE PRINCIPAL, OR OTHER DOCUMENTS INDICATING AUTHORITY WHICH ARE ACCEPTABLE TO THE PUBLIC ENTITY, INCLUDING REGISTRATION ON AN ELECTRONIC INTERNET DATABASE MAINTAINED BY THE PUBLIC ENTITY.

(C) THE CORPORATION, PARTNERSHIP, OR OTHER LEGAL ENTITY HAS FILED IN THE APPROPRIATE RECORDS OF THE SECRETARY OF STATE IN WHICH THE PUBLIC ENTITY IS LOCATED, AN AFFIDAVIT, RESOLUTION, OR OTHER ACKNOWLEDGED OR

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<p>AUTHENTIC DOCUMENT INDICATING THE NAMES OF ALL PARTIES AUTHORIZED TO SUBMIT BIDS FOR PUBLIC CONTRACTS. SUCH DOCUMENT ON FILE WITH THE SECRETARY OF STATE SHALL REMAIN IN EFFECT AND SHALL BE BINDING UPON THE PRINCIPAL UNTIL SPECIFICALLY RESCINDED AND CANCELED FROM THE RECORDS OF THE RESPECTIVE OFFICES.</p> <p>IT IS ACCEPTABLE FOR THE SIGNATURE ON THE BID TO BE LISTED AS A VENDOR CONTACT ON LAPAC (LOUISIANA PROCUREMENT AND CONTRACT NETWORK)</p> <p>10. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>11. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, MUST BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED AND PROPERLY SIGNED. BIDS SUBMITTED IN THE FOLLOWING MANNER WILL NOT BE ACCEPTED: A. BID CONTAINS NO SIGNATURE INDICATING INTENT TO BE BOUND B. BID FILLED OUT IN PENCIL; AND C. BID NOT SUBMITTED PER THE SOLICITATION DOCUMENT.</p> <p>BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>12. STANDARDS OR QUALITY: ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION. LSUHSC RESERVES THE RIGHT TO INSPECT AND TEST THE DELIVERED ITEMS FOR COMPLIANCE WITH THE BID SPECIFICATIONS. IF THE ITEM FAILS TO MEET THE SPECIFICATIONS, THE COST OF TEST AND INSPECTION WILL BE PAID BY THE CONTRACTOR. IF THE ITEM IS IN COMPLIANCE, COST OF ALL TESTS WILL BE PAID BY LSUHSC.</p> <p>13. DESCRIPTIVE INFORMATION: BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, AND TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>14. BID OPENING: BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL</p>	

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<p>WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>15. AWARDS: AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUPED, OR ON AN ALL OR NONE BASIS , AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>16. PRICES: UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>17. TAXES: VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>18. NEW PRODUCTS: UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>19. CONTRACT RENEWALS: UPON AGREEMENT OF LSUHSC AND THE CONTRACTOR , A TERM CONTRACT MAY BE EXTENDED FOR 4 (FOUR) ADDITIONAL 12 MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS. RS 39:1615</p> <p>20. CONTRACT CANCELLATION: TERMINATION FOR NONCOMPLIANCE: LSUHSC HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:</p> <ul style="list-style-type: none"> (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION , CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT. <p>FURTHER, LSUHSC MAY TERMINATE THIS CONTRACT FOR CAUSE BASED UPON THE FAILURE OF THE CONTRACTOR TO COMPLY WITH THE TERMS AND/OR CONDITIONS OF THE CONTRACT; PROVIDED THAT LSUHSC SHALL GIVE THE CONTRACTOR WRITTEN NOTICE SPECIFYING THE FAILURE. IF WITHIN THIRTY (30) DAYS AFTER RECEIPT OF SUCH NOTICE, THE CONTRACTOR SHALL NOT HAVE EITHER CORRECTED SUCH FAILURE OR, IN THE CASE WHICH CANNOT BE CORRECTED IN THIRTY (30) DAYS, BEGUN IN GOOD FAITH TO CORRECT SAID FAILURE AND THEREAFTER PROCEEDED DILIGENTLY TO COMPLETE SUCH CORRECTION, THEN LSUHSC MAY, AT ITS OPTION, PLACE THE CONTRACTOR IN DEFAULT AND THE CONTRACT SHALL TERMINATE ON THE DATE</p>	

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<p>SPECIFIED IN SUCH NOTICE. THE CONTRACTOR MAY EXERCISE ANY RIGHTS AVAILABLE TO IT UNDER LOUISIANA LAW TO TERMINATE FOR CAUSE UPON THE FAILURE OF LSUHSC TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS CONTRACT; PROVIDED THAT THE CONTRACTOR SHALL GIVE LSUHSC WRITTEN NOTICE SPECIFYING LSUHSC'S FAILURE AND A REASONABLE OPPORTUNITY FOR LSUHSC TO CURE THE DEFECT</p> <p>TERMINATION FOR CONVENIENCE:</p> <p>LSUHSC MAY, AT ANY TIME, TERMINATE THE CONTRACT FOR THEIR CONVENIENCE AND WITHOUT CAUSE. UPON RECEIPT OF WRITTEN NOTICE FROM LSUHSC OF SUCH TERMINATION FOR THEIR CONVENIENCE, THE CONTRACTOR SHALL: CEASE OPERATIONS AS DIRECTED BY LSUHSC IN THE NOTICE; TAKE ACTIONS NECESSARY, OR THAT LSUHSC MAY DIRECT, FOR THE PROTECTION AND PRESERVATION OF THE WORK; AND EXCEPT FOR WORK DIRECTED TO BE PERFORMED PRIOR TO THE EFFECTIVE DATE OF TERMINATION STATED IN THE NOTICE, TERMINATE ALL EXISTING SUBCONTRACTS AND PURCHASE ORDERS AND ENTER INTO NO FURTHER SUBCONTRACTS AND PURCHASE ORDERS. IN CASE OF SUCH TERMINATION FOR LSUHSC'S CONVENIENCE, THE CONTRACTOR SHALL BE ENTITLED TO RECEIVE PAYMENT FOR WORK EXECUTED. LSUHSC SHALL NOT BE RESPONSIBLE OR OTHERWISE LIABLE FOR ANY DEMOBILIZATION COSTS OR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM SUCH TERMINATION.</p> <p>TERMINATION FOR NON-APPROPRIATION OF FUNDS:</p> <p>THE CONTINUATION OF THIS CONTRACT IS CONTINGENT UPON THE APPROPRIATION OF FUNDS TO FULFILL THE REQUIREMENTS OF THE CONTRACT.</p> <p>21. DEFAULT OF CONTRACT:</p> <p>FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22. ORDER OF PRIORITY:</p> <p>IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23. APPLICABLE LAW:</p> <p>ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24. COMPLIANCE WITH CIVIL RIGHTS LAWS:</p> <p>BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.</p>	

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25. SPECIAL ACCOMMODATIONS:
ANY "QUALIFIED INDIVIDUAL WITH A DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

26. INDEMNITY:
CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. IN ACCORDANCE WITH THE PROVISIONS OF (RS 39:2192):
IN AWARDING CONTRACTS, ANY PUBLIC ENTITY IS AUTHORIZED TO REJECT THE LOWEST BID FROM, OR NOT AWARD THE CONTRACT TO, A BUSINESS IN WHICH ANY INDIVIDUAL WITH AN OWNERSHIP INTEREST OF FIVE PERCENT OR MORE HAS BEEN CONVICTED OF, OR HAS ENTERED A PLEA OF GUILTY OR NOLO CONTENDERE TO ANY STATE FELONY CRIME OR EQUIVALENT FEDERAL FELONY CRIME COMMITTED IN THE SOLICITATION OR EXECUTION OF A CONTRACT OR BID AWARDED UNDER THE LAWS GOVERNING PUBLIC CONTRACTS UNDER THE PROVISIONS OF CHAPTER 10 OF TITLE 38 OF THE LOUISIANA REVISED STATUTES OF 1950, PROFESSIONAL, PERSONAL, CONSULTING, AND SOCIAL SERVICES PROCUREMENT UNDER THE PROVISIONS OF CHAPTER 16 OF TITLE 39, OR THE LOUISIANA PROCUREMENT CODE UNDER THE PROVISIONS OF CHAPTER 17 OF TITLE 39.

28. CERTIFICATION OF NO SUSPENSION OR DEBARMENT:
BY SIGNING AND SUBMITTING THIS BID, THE BIDDER CERTIFIES THAT THEIR BUSINESS ENTITY , ANY SUBCONTRACTORS OR PRINCIPALS ARE NOT SUSPENDED OR DEBARRED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA) IN ACCORDANCE WITH THE REQUIREMENTS IN "AUDIT REQUIREMENTS IN SUBPART F OF THE OFFICE OF MANAGEMENT AND BUDGET'S UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS."

A LIST OF PARTIES WHO HAVE BEEN SUSPENDED OR DEBARRED CAN BE VIEWED VIA THE INTERNET AT [HTTPS://SAM.GOV](https://SAM.GOV)

IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, THIS ENTITY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.

29. FEDERAL CLAUSES(IF APPLICABLE):
ANTI-KICKBACK CLAUSE. THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE MANDATE DICTATED BY THE COPELAND "ANTI-KICKBACK" ACT WHICH PROVIDES THAT EACH CONTRACTOR OR SUB GUARANTEE SHALL BE PROHIBITED FROM INDUCING BY ANY MEANS, ANY PERSON EMPLOYED IN THE COMPLETION OF WORK, TO GIVE UP ANY PART OF THE COMPENSATION TO WHICH HE IS OTHERWISE ENTITLED.

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CLEAN AIR ACT:
THE CONTRACTOR HEREBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS OR REQUIREMENTS ISSUED UNDER SECTION 306 OF THE CLEAN WATER ACT, WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ENERGY POLICY AND CONSERVATION ACT:
THE CONTRACTOR HEREBY RECOGNIZES THE MANDATORY STANDARDS AND POLICIES RELATING TO ENERGY EFFICIENCY WHICH ARE CONTAINED IN THE STATE ENERGY CONSERVATION PLAN ISSUED IN COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT (P.L. 94-163)

CLEAN WATER ACT:
THE CONTRACTOR HERBY AGREES TO ADHERE TO THE PROVISIONS WHICH REQUIRE COMPLIANCE WITH ALL APPLICABLE STANDARDS, ORDERS, OR REQUIREMENTS ISSUED UNDER SECTION 508 OF THE CLEAN WATER ACT WHICH PROHIBITS THE USE UNDER NON-EXEMPT FEDERAL CONTRACTS, GRANTS, OR LOANS OF FACILITIES INCLUDED ON THE EPA LIST OF VIOLATING FACILITIES.

ANTI-LOBBYING AND DEBARMENT ACT:
THE CONTRACTOR WILL BE EXPECTED TO COMPLY WITH FEDERAL STATUES REQUIRED IN THE ANTI-LOBBYING ACT AND THE DEBARMENT ACT.

30. ADHERENCE TO JCAHO STANDARDS:
WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION

31. IN ACCORDANCE WITH LOUISIANA LAW, ALL CORPORATIONS (RS 12:163) AND LIMITED LIABILITY COMPANIES (RS 12:1308.2) MUST BE IN GOOD STANDING WITH THE LOUISIANA SECRETARY OF STATE IN ORDER TO HOLD A CONTRACT WITH THE STATE.

32. INTERPRETATION OF DOCUMENT:
ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

33. THIS SOLICITATION CONTAINS ALL TERMS AND CONDITIONS WITH RESPECT TO THE PURCHASE OF THE GOODS AND OR SERVICES SPECIFIED HEREIN. SUBMITTAL OF ANY CONTRARY TERMS AND CONDITIONS MAY CAUSE YOUR BID TO BE REJECTED. BY SIGNING AND SUBMITTING A BID, VENDOR AGREES THAT CONTRARY TERMS AND CONDITIONS WHICH MAY BE INCLUDED IN ITS BID ARE NULLIFIED AND AGREES THAT THIS CONTRACT SHALL BE CONSTRUED IN ACCORDANCE WITH THIS SOLICITATION.

34. VENDORS FORMS:
THE PURCHASE/RELEASE ORDER IS THE ONLY BINDING DOCUMENT TO BE ALLOWED AGAINST THIS CONTRACT. SIGNING OF VENDOR'S FORMS IS NOT ALLOWED.

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35. PUBLICIZING AWARDS:
IN ACCORDANCE WITH L.A.C 34:I.535, UNSUCCESSFUL BIDDERS WILL BE NOTIFIED OF THE AWARD PROVIDED THEY SUBMIT WITH THEIR BID A SELF-ADDRESSED STAMPED ENVELOPE REQUESTING THIS INFORMATION.

36. PREFERENCE:
IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY. DO YOU CLAIM THIS PREFERENCE?

YES _____
SPECIFY THE LINE NUMBER (S) _____
SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____
(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____
IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS?
YES _____ NO _____
FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.
PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

37. AUDIT OF RECORDS: THE STATE LEGISLATIVE AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL HAVE THE RIGHT TO INSPECT AND AUDIT ALL TIMEKEEPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY TO SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS AGREEMENT. THE RIGHTS OF INSPECTION AND AUDIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL CONTINUE FOR A PERIOD OF FIVE (5) YEARS AFTER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAW. THE CONTRACTING ENTITY AND ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL TIMEKEEPING AND EXPENSE RECORDS RELATED TO THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD.

38. CONFIDENTIALITY: CONTRACTOR SHALL PROTECT FROM UNAUTHORIZED USE AND DISCLOSURE ALL INFORMATION RELATING TO THE STATE'S OPERATIONS AND DATA (E.G. FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL, ETC.) THAT BECOMES AVAILABLE TO THE CONTRACTOR IN CARRYING OUT THIS CONTRACT. CONTRACTOR SHALL USE PROTECTING MEASURES THAT ARE THE SAME OR MORE EFFECTIVE THAN THOSE USED BY THE STATE. CONTRACTOR IS NOT REQUIRED TO PROTECT INFORMATION OR DATA THAT IS PUBLICLY AVAILABLE OUTSIDE THE SCOPE OF THIS CONTRACT; ALREADY RIGHTFULLY IN THE CONTRACTOR'S POSSESSION; INDEPENDENTLY DEVELOPED BY THE CONTRACTOR OUTSIDE THE SCOPE OF THIS CONTRACT; OR RIGHTFULLY OBTAINED FROM THIRD PARTIES.

39. CYBERSECURITY TRAINING: IN ACCORDANCE WITH LA. R.S. 42:1267(B)(3) AND THE STATE OF LOUISIANA'S INFORMATION SECURITY POLICY, IF THE CONTRACTOR, ANY OF ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS WILL HAVE ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS, THE CONTRACTOR'S EMPLOYEES, AGENTS, OR SUBCONTRACTORS WITH SUCH ACCESS MUST COMPLETE CYBERSECURITY TRAINING ANNUALLY, AND THE CONTRACTOR MUST PRESENT EVIDENCE OF SUCH COMPLIANCE ANNUALLY AND UPON REQUEST. THE CONTRACTOR MAY USE THE CYBERSECURITY TRAINING COURSE OFFERED BY THE LOUISIANA DEPARTMENT OF STATE CIVIL SERVICE WITHOUT ADDITIONAL COST OR MAY USE ANY ALTERNATE COURSE APPROVED IN WRITING BY THE OFFICE OF TECHNOLOGY SERVICES.

Invitation to Bid

STANDARD TERMS & CONDITIONS	Page 9 of 10
NUMBER : 002473 OPEN DATE : 07/22/2021 TIME: 02:00 PM	BIDDER:
<p>FOR PURPOSES OF THIS SECTION, "ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS" MEANS THE POSSESSION OF CREDENTIALS, EQUIPMENT, OR AUTHORIZATION TO ACCESS THE INTERNAL WORKINGS OF STATE INFORMATION TECHNOLOGY SYSTEMS OR NETWORKS. EXAMPLES WOULD INCLUDE BUT NOT BE LIMITED TO STATE-ISSUED LAPTOPS, VPN CREDENTIALS TO ACCESS THE STATE NETWORK, BADGING TO ACCESS THE STATE'S TELECOMMUNICATIONS CLOSETS OR SYSTEMS, OR PERMISSIONS TO MAINTAIN OR MODIFY IT SYSTEMS USED BY THE STATE. FINAL DETERMINATION OF SCOPE INCLUSIONS OR EXCLUSIONS RELATIVE TO ACCESS TO STATE GOVERNMENT INFORMATION TECHNOLOGY ASSETS WILL BE MADE BY THE OFFICE OF TECHNOLOGY SERVICES.</p>	

Invitation to Bid

PRICE SHEET		Page 10 of 10			
NUMBER : 002473 OPEN DATE : 07/22/2021 TIME: 02:00 PM		BIDDER:			
UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description				
1	Annual Total from Pricing Worksheet <hr/> Per Section 19: Intend to renew for 4 additional years.				



LOUISIANA STATE UNIVERSITY
HEALTH SCIENCES CENTER

Terms and Conditions Invitation to Bid #002473

Deadline for quote submission will be Thursday, July 22nd, 2021 @ 2:00pm central

SECTION 1 – BIDDING AND CONTRACT DOCUMENTS

1.1 Definitions:

Bidder – a legal entity that submits an offer to sell to the Owner on a specified body of work. Generally where the term “Bidder” is used in the specifications, the indication is that the requirement or responsibility is associated with the bid submittal or other pre-award activities.

Service provider – vendor that performs the services as specified herein. The term “Service provider” can also be used in the specification as an inclusive term that references the Service provider and all persons, Subservice providers, or other parties of interest acting on behalf of the Service provider in the performance of the contract as described in the specifications.

1.2 Interpretation of Documents and Prior Approvals:

If any person contemplating submitting a bid is in doubt of the meaning of any part of the specifications, plans or other proposed contract documents and/or desired approval of "or equal" products, they may submit to Patrick Defourneaux's e-mail at pdefou@lsuhsc.edu a **written request for an interpretation** or prior approval not later than **NOON on Monday, July 12th, 2021**. Any interpretation of documents and prior approvals will be made only by addendum duly issued and mailed or delivered to each bidder receiving a set of the plans and specifications. LSUHSC will not be responsible for any other explanations or interpretation of the specifications or proposed documents.

1.3 Pre-Bid Conference:

There will be no mandatory Pre-Bid Conference for this solicitation.

1.4 Bidder's Representation:

Each Bidder by his bid represents the following:

- Bidder has read and understands the Bidding Documents and his or her bid is made in accordance therewith.
- Bidder's bid is based solely upon the materials, systems and services described in the Bidding Documents as advertised and as modified by addenda.
- Bid is not based on any verbal instructions contrary to the Contract Documents and addenda

1.5 Bidding Procedure & Bid Submission:

Bidders must properly complete and sign Bid, including all required attestations and addenda. Any exceptions to the attached terms and conditions or the indemnification agreement shall be presented at the time of the bid submission. Note that any exceptions may result in a disqualified bid if the aforementioned exceptions are in conflict with state guidelines governing LSUHSC. Bids must be signed by a representative of your company authorized to enter into contracts on behalf of your organization in accordance with Louisiana R.S. 39:1594.

These documents must be submitted with the invitation to bid

1. Signed Invitation to Bid Document including the completed price sheet
2. CERTIFICATE OF LIABILITY INSURANCE – Per Attachment C

All bids are due by 2:00 PM central, Thursday, July 22nd, 2021, at 433 Bolivar Street, Room 623 (Purchasing Department), New Orleans, LA 70112. **Late bids will not be accepted, and will be returned unopened.** It is the bidder's responsibility to make sure bids are delivered before the bid opening. **Fax or e-mail bids will not be accepted.** Delays by mail, traffic, or any other reason will be at the bidders own risk.

The bid package must be delivered at the Bidder's expense to:

Patrick Defourneaux
Procurement Analyst, LSU Health Sciences Center
433 Bolivar St.
6th Floor, Purchasing Dept - Room 623
New Orleans, LA 70112
Office phone: 504-568-2947
Email: pdefou@lsuhsc.edu

BIDS SHALL BE DELIVERED IN A SEALED ENVELOPE WITH THE BID NUMBER CLEARLY MARKED ON THE OUTSIDE OF THE ENVELOPE.

In accordance with R.S. 39:1581, Chapter 5, Section 521C of the Louisiana State Purchasing Rules and Regulations, when an error is made in extending total prices, the unit bid price will govern.

Award: LSUHSC-NO will award to the lowest responsive and responsible bidder based on the unit pricing of any and all items.

Per John Bel Edwards Proclamation 118: JBE 2021 State of Emergency for COVID-19 Extension of Emergency Provisions...Section 1 State Procurement Part D -9: All Public Bid openings shall be suspended. Bid Openings will be made available via phone or web conference.

Web Conference Info:

Topic – Bid Opening 002473

Time – Thursday, Jul 22, 2021 2:00PM Central

Meeting ID - 949 2912 2548

Link - <https://lsuhsc.zoom.us/j/94929122548>

Phone - +1 312 626 6799 US

1.6 Calendar of Events:

<u>Event</u>	<u>Date</u>
ITB Announcement	Thursday, July 8 th , 2021
Written Inquiry Deadline (12:00 Noon) central	Monday, July 12 th , 2021
Issue Responses to Provider Inquiries	Tuesday, July 13 th , 2021
Bid Submission Deadline (2:00 PM) central	Thursday, July 22 nd , 2021
Bid Award & Notification	Friday, July 23 rd , 2021

NOTE: LSUHSC reserves the right to amend and/or change this schedule of activities, as it deems necessary.

1.7 Compliance with Applicable Laws and Regulations:

Service provider shall perform all requirements under this contract in strict observance of and in compliance with all applicable laws, regulations, ordinances, codes and any other legislative or statutory requirements. Service provider warrants the performance of services under this contract shall be fully compliant with the current requirements of the Occupational Safety and Health Act (OSHA) to include as it may be amended throughout the term of this contract. Service provider shall take precautions to insure work is performed in compliance with occupational safety standards. Service provider shall obtain all permits and licenses and pay all taxes, charges and fees necessary to perform the services under this contract.

LSUHSC is responsible for: providing safe working conditions as required by law, including compliance with all public health and occupational safety regulations and guidelines applicable to LSUHSC and ensuring that safety plans exist for, and safety related training is provided to, the temporary employee working on campus in the Resource Center building at 433 Bolivar St.

1.8 Resolving Contract Disputes:

State statute requires that disputes arising under this contract not be resolved in a forum outside of Louisiana. Requiring contract disputes to be resolved in a forum outside of this state or requiring their interpretation to be governed by the laws of another jurisdiction, are inequitable and against the public policy of this state.

1.9 Late Payment Policy:

State statute RS 39:1695 requires that if a state agency fails to make any payment within 90 days of the due date, that agency shall pay, in addition to the payment, interest on the amount due at the rate established pursuant to Civil Code Article 2824 (B) (3) per year, from the 91st day after the due date.

1.10 Use of Agency's Facilities:

Any property of LSUHSC furnished to the Service Provider shall, unless otherwise provided herein, or approved by LSUHSC, be used only for the performance of the agreement. The Service Provider shall be responsible for any loss or damage to property of LSUHSC which results from willful misconduct or lack of good faith on the part of the Service Provider or which results from the failure on the part of the Service Provider to maintain and administer that property in accordance with sound management practices, to ensure that the property will be returned to LSUHSC in like condition, except for normal wear and tear, to that in which it was furnished to the Service Provider. Upon the happening of loss, or destruction of, or damage to property of LSUHSC, the Service Provider shall notify LSUHSC thereof and shall take all reasonable steps to protect that property from further damage. The Service Provider shall surrender to LSUHSC all property of LSUHSC prior to settlement upon completion, termination, or cancellation of the contract. All reference to the Service Provider under this section shall include any of its employee or agents.

1.11 Confidentiality:

The following provision will apply. All financial, statistical, personal, technical and other data and information relating to LSUHSC's operations which are designated confidential by LSUHSC and made available to the Service Provider in order to carry out the contract, shall be protected by the Service Provider from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to LSUHSC. The identification of all such confidential data and information as well as LSUHSC's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by LSUHSC in writing to the Service Provider. If the methods and procedures employed by the Service Provider for the protection of the Service Provider's data and information are deemed by LSUHSC to be adequate for the protection of LSUHSC's confidential information, such methods and procedures may be used, with the written consent of LSUHSC, to carry out the intent of this paragraph. The Service Provider shall not be required under the provisions of the paragraph to keep confidential any data or information, which is or becomes publicly available, is already rightfully in the Service Provider's possession, is independently developed by the Service Provider outside the scope of the contract, or is rightfully obtained from third parties.

SECTION 2 – SCOPE OF WORK & PRICING WORKSHEET

Provide an annual price for a service contract for the below equipment:

<u>Equipment</u>	<u>Options</u>	<u>Features</u>	<u>Annual Amount</u>
GE XR OPTIMA CL323i (XCA346)	INCLUDED: • ADDITIONAL SMARTBOX • DETECTOR • ILINQ RESPONSE TIME: 30 MIN. • TUBE COVERAGE EXCLUDED: • IVUS • Printers • UNINTERRUPTED POWER SUPPLY • VCR • WORKSTATION	FE Coverage Weekdays: MON-FRI, 8AM-9PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 4-Hours • iCenter • Innova Dose Reporting: Excluded • InSite Response: 30 • InSite/Tech Phone Support • PM Coverage HOURS/DAYS: MON-FRI, 8AM-9PM • Repair Parts: Included, Next Day 10:30 AM LST-SAVI • Sof tw are and Quality Updates • Third Party Sof tw are: Excluded • TiP Answer Line • TiP-Ed Online(TV) Subscription • Uptime Commitment: 97%	
GE XR GE DIGITAL ENERGY UPS 20 KVA (XCA501)	EXCLUDED: • Battery Replacement Coverage • PERIPHERAL DEVICES • WORKSTATION	• FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Onsite Response Time: 24 Hours • PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-SAVI • Third Party Sof tw are: Excluded • Uptime Commitment: 95%	
GE WORKSTATION ADVANTAGE WORKSTATION 4.6 (WZ8H46)	INCLUDED: • ILINQ RESPONSE TIME: 30 MIN.	• FE Coverage Weekdays: MON-FRI, 8AM-5PM • FE Coverage Weekend: NO COVERAGE HRS • FE Onsite Response Time: 4-Hours • iCenter • InSite Response: 30 • InSite/Tech Phone Support • PM Coverage HOURS/DAYS: MON-FRI, 8AM-5PM • Repair Parts: Included, Next Day 10:30 AM LST-GENERAL • Sof tw are and Quality Updates • Third Party Sof tw are: Excluded • TiP Answer Line • Uptime Commitment: 97%	

TOTAL _____

ATTACHMENT C – INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS FOR SERVICE PROVIDERS

Service provider shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service provider, his agents, representatives, employees, or subservice providers.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001). **“Claims Made” form is unacceptable. The “occurrence form” shall not have a “sunset clause”.**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability, code 1 “any auto” and endorsement CA 0025.
3. Workers’ Compensation Insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Service provider shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage (or higher limits depending on size of contract). A minimum general aggregate of \$2,000,000.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Worker’s Compensation limits as required by the Labor Code of the State of Louisiana and Statutory Employers Liability limits. Employers Liability is included with a minimum limit of \$1,000,000 per accident/per disease/per employee. Exception: Employers liability limit is to be \$1,000,000 when work is to be over water and involves maritime exposure.
4. Professional and General Liability Insurance.
Professional Liability (Errors & Omissions) insurance, which covers the professional errors, acts, or omissions of the Contractor, shall have a minimum limit of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion

of the contract. The policy shall provide an extended reporting period of not less than 24 months, with full reinstatement of limits, from the expiration date of the policy.

5. Cyber Liability

Cyber liability insurance, including first-party costs, due to an electronic breach that compromises LSUHSC's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims-made coverage is acceptable. The date of the inception of the policy must be no later than the first date of the anticipated work under this contract. It shall provide coverage for the duration of this contract and shall have an expiration date no earlier than 30 days after the anticipated completion of the contract. The policy shall provide an extended reporting period of not less than 24 months from the expiration date of the policy, if the policy is not renewed. The policy shall not be cancelled for any reason, except non-payment of premium.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retention's must be declared to and approved by the University. At the option of the University, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the University, its officers, officials, employees and volunteers; or the Service provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The University, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Service provider; products and completed operations of the Service provider, premises owned, occupied, or used by the Service provider. The coverage shall contain no special limitations on the scope of protection afforded to the University, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the University.
- b. The Service provider's Insurance coverage shall be primary insurance as respects the University, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the University, its officers, officials, employees or volunteers shall be excess of the Service provider's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the University, its officers, officials, employees, Boards and Commissions, or volunteers.
- d. The Service provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. **Worker's Compensation and Employers Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the University, its officers, officials, employees and volunteers for losses arising from work performed by the Service provider for the University.

3. **All Coverage's**

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the University.

E. **ACCEPTABILITY OF INSURERS**

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A-:VI. This requirement will be waived for workers' compensation coverage only for those service providers whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool.

F. **VERIFICATION OF COVERAGE**

Service provider shall furnish the University with certificates of insurance effecting coverage required. The certificate for each insurance policy is to be signed by a person authorized by that insurer to bind coverage on its behalf. The University reserves the right to require complete, certified copies of all required insurance policies, at any time.